

FORM PTO-1594 (modified)

(Rev 03/01)

11-15-2004

U.S. DEPARTMENT OF COMMERCE

EET

U.S. Patent and Trademark Office

RECOF



102881306

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

**Cannon Valley Woodwork, Inc.****Mathew R. Prettyman****Donald I. Prettyman****Kathleen M. Prettyman**

- ☒ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State☐ Other \_\_\_\_\_Additional conveying party(ies) **No**

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other: **Order for Replevin**Execution Date: **June 23, 2000**

(Doc. ID No. 102734354)

## 2. Name and address of receiving party(ies):

**Wells Fargo Business Credit, Inc.****1700 Wells Fargo Center****Sixth and Marquette****Minneapolis, MN 55479**

and

**Norwest Bank Minnesota, N.A.****1700 Wells Fargo Center****Sixth and Marquette****Minneapolis, MN 55479**

- ☐ Individual(s) citizenship  
☒ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State

☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**591,155**Additional number(s) attached ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Harry C. Engstrom**Internal Address: **FOLEY & LARDNER LLP**Street Address: **P.O. Box 1497**City: **Madison** State: **WI** Zip: **53701-1497**6. Total number of applications and registrations involved: **1**7. Total fee (37 C.F.R. § 3.41): **\$40.00**

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: **50-2350**

DO NOT USE THIS SPACE

## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***Harry C. Engstrom**

Name of person signing

Signature

November 5, 2004

Date

Total number of pages including cover sheet, attachments, and document:: 4

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|---|--|--|--|
| FORM PTO-1594 (modified)<br>(Rev 03/01)   |  | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office  |  |
| <div style="display: flex; justify-content: space-between;"> <div style="font-size: 2em; font-weight: bold;">4/22/04</div> <div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 2em; font-weight: bold;">SHEET 1</div> </div>  |  |  |  |
| To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.  |  |  |  |
| 1. Name of conveying party(ies):<br><b>Cannon Valley Woodwork, Inc.</b><br><b>Mathew R. Prettyman</b><br><b>Donald I. Prettyman</b><br><b>Kathleen M. Prettyman</b>   |  | 2. Name and address of receiving party(ies):<br><b>Wells Fargo Business Credit, Inc.</b><br>and<br><b>Norwest Bank Minnesota, N.A.</b>   |  |
| <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation-State<br><input type="checkbox"/> Other _____<br>Additional conveying party(ies) <b>No</b> |  | <input type="checkbox"/> Individual(s) citizenship<br><input checked="" type="checkbox"/> Association<br><input type="checkbox"/> General Partnership<br><input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation-State<br><input type="checkbox"/> Other _____<br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Designations must be a separate document from assignment)<br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |
| 3. Nature of conveyance:<br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input checked="" type="checkbox"/> Other: <b>Order for Replevin</b><br>Execution Date: <b>June 23, 2000</b>                            |  | 4. Application number(s) or patent number(s):<br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           A. Trademark Application No.(s)         </div> <div style="width: 45%;">           B. Trademark Registration No.(s)<br/> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">591,155</div> </div> </div> Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br><br>Name: <b>Harry C. Engstrom</b><br>Internal Address: <b>FOLEY &amp; LARDNER LLP</b><br>Street Address: <b>P.O. Box 1497</b><br>City: <b>Madison</b> State: <b>WI</b> Zip: <b>53701-1497</b>                                       |  | 6. Total number of applications and registrations involved: <b>1</b><br>7. Total fee (37 C.F.R. § 3.41): <b>\$40.00</b><br><input checked="" type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br>8. Deposit account number: <b>50-2350</b>  |  |
| <b>DO NOT USE THIS SPACE</b>  |  |  |  |
| 9. Statement and signature:<br><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  |  |  |  |
| <b>Harry C. Engstrom</b><br>_____<br>Name of person signing   |  | <br>_____<br>Signature   |  |
|   |  | April 16, 2004<br>_____<br>Date  |  |
| Total number of pages including cover sheet, attachments, and document:: 4  |  |  |  |

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04-22-2004

U.S. Patent &amp; TMO/TM Mail Rcpt Dt. #77

TRADEMARK

REEL: 003077 FRAME: 0376

CASE TYPE: Contract and Fraud

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF GOODHUE

FIRST JUDICIAL DISTRICT

Cannon Valley Woodwork, Inc., Mathew R.  
Prettyman, Donald I. Prettyman and  
Kathleen M. Prettyman,

Court File No. 25-C3-00-844

Plaintiffs,

vs.

Wells Fargo Business Credit, Inc.; and  
Norwest Bank Minnesota, N.A.,

Defendants.

### ORDER FOR REPLEVIN

This matter having come on for hearing before the undersigned Judge of District Court on the 23<sup>rd</sup> day of June, 2000, on the Motion for Replevin of Defendants Wells Fargo Business Credit, Inc. ("Wells Fargo") and Norwest Bank Minnesota, N.A. ("Norwest") (collectively "Defendants"), for an order granting Defendants immediate possession of all of the following property ("Property") owned by Plaintiff Cannon Valley Woodwork, Inc. ("Cannon Valley"):

(a) all of the Equipment, General Intangibles, Inventory and Receivables, together with all substitutions and replacements for and products of any of the foregoing and all books and records relating to the foregoing, together with proceeds of any and all of the foregoing and, in the case of all tangible Collateral, together with all accessions and (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (b) all property of any kind now or at any time hereafter owned by Cannon Valley, or in which Cannon Valley may now be or may at any time hereafter come into Norwest's possession or control or into the possession or control of Norwest's agents, correspondents or affiliates, whether

**FILED**

JUN 23 2000

LAWRENCE H. PETERSON  
COURT ADMINISTRATOR

, Deputy

STATE OF MINNESOTA, COUNTY OF GOODHUE  
Certified to be a true and correct copy of the  
original on file and of record in my office

APR 06 2004

YVONNE J. BLACK, Court Administrator  
By Sheri Mad Deputy

TRADEMARK

REEL: 003077 FRAME: 0377

such possession or control is given for collateral purposes, for safekeeping, or otherwise together with all rights in connection with such property.

Appearances of the parties and counsel having been duly noted for the record. The Court having considered the pleadings, papers, and other evidence of record, and having heard and considered the arguments of counsel; and the Court being otherwise duly advised in the premises.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Upon the filing of a bond in the amount of \$4,131,000 by Defendants, Cannon Valley Woodwork, Inc. ("Cannon Valley"), Mathew R. Prettyman, Donald I. Prettyman, and Kathleen M. Prettyman ("Plaintiffs") shall assemble all of the Property currently located at Debtor's facility located on Highway 52 in Cannon Falls, Minnesota ("Cannon Falls Facility").

2. The Plaintiffs shall immediately deliver possession of the Property by allowing Norwest to enter on to Cannon Falls Facility to remove the Property from such locations; or, at Norwest's option, to continue to store the Property at the Cannon Falls Facility. If Norwest elects to store the Property at the Cannon Falls Facility, Norwest shall be entitled to change the locks on the doors of the Cannon Falls Facility and remain in possession of the Cannon Falls Facility and Burnsville Facility. The Sheriff shall stand by and maintain the peace during the changing of the locks.

3. Should the Plaintiffs fail to perform any of the obligations in paragraphs 1 and 2 above, the Sheriff of Goodhue County shall seize the Property and without delay deliver it to Norwest and/or shall enter upon the Cannon Falls Facility and deliver possession of the Cannon Falls Facility to Norwest.

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4. Norwest is hereby immediately authorized to sell or otherwise dispose of said Property pending a final hearing on the merits of the Counterclaims filed by Norwest herein. Norwest is specifically authorized to conduct such sale at the Cannon Falls Facility.

5. If the Property is no longer located within or about the Plaintiffs' addresses and the Plaintiffs have not delivered the Property to Norwest as contemplated in paragraph 1 of this Order, the Plaintiffs shall disclose to the Sheriff the location of said Property.

such possession or control is given for collateral purposes, for safekeeping, or otherwise together with all rights in connection with such property.

Appearances of the parties and counsel having been duly noted for the record. The Court having considered the pleadings, papers, and other evidence of record, and having heard and considered the arguments of counsel; and the Court being otherwise duly advised in the premises.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Upon the filing of a bond in the amount of \$4,131,000 by Defendants, Cannon Valley Woodwork, Inc. ("Cannon Valley"), Mathew R. Prettyman, Donald I. Prettyman, and Kathleen M. Prettyman ("Plaintiffs") shall assemble all of the Property currently located at Debtor's facility located on Highway 52 in Cannon Falls, Minnesota ("Cannon Falls Facility").

2. The Plaintiffs shall immediately deliver possession of the Property by allowing Norwest to enter on to Cannon Falls Facility to remove the Property from such locations; or, at Norwest's option, to continue to store the Property at the Cannon Falls Facility. If Norwest elects to store the Property at the Cannon Falls Facility, Norwest shall be entitled to change the locks on the doors of the Cannon Falls Facility and remain in possession of the Cannon Falls Facility and Burnsville Facility. The Sheriff shall stand by and maintain the peace during the changing of the locks.

3. Should the Plaintiffs fail to perform any of the obligations in paragraphs 1 and 2 above, the Sheriff of Goodhue County shall seize the Property and without delay deliver it to Norwest and/or shall enter upon the Cannon Falls Facility and deliver possession of the Cannon Falls Facility to Norwest.

4. Norwest is hereby immediately authorized to sell or otherwise dispose of said Property pending a final hearing on the merits of the Counterclaims filed by Norwest herein. Norwest is specifically authorized to conduct such sale at the Cannon Falls Facility.

5. If the Property is no longer located within or about the Plaintiffs' addresses and the Plaintiffs have not delivered the Property to Norwest as contemplated in paragraph 1 of this Order, the Plaintiffs shall disclose to the Sheriff the location of said Property.

6. Should the Plaintiffs fail to comply with any of the terms of this Order or in the event the Sheriff is unable to seize and deliver the Property to Norwest, then in such event, the Plaintiffs are hereby ordered and commanded to appear in person before this Court on not less than three (3) calendar days' notice to show cause why an order should not be entered finding the Plaintiffs in contempt of this Court.

BY THE COURT:

Dated: 6-23-00

  
\_\_\_\_\_  
Judge of Goodhue District Court



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 21, 2004

PTAS



\*102734354A\*

FOLEY & LARDNER LLP  
HARRY C. ENGSTROM  
P.O. BOX 1497  
MADISON, WI 53701-1497

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102734354

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED DID NOT PROVIDE COMPLETE INFORMATION REQUIRED FOR RECORDING. THE RECEIVING PARTIES ADDRESSES WERE NOT INDICATED ON THE COVER SHEET.

TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

DOCKETED

BY gld DATE 11/02/04

TICKLER

BY cab DATE 11/14/04

ACTION (DUE DATE) Response to

Not. of Non-Recordation  
of Assign. Do. (11/20/04)

RECEIVED

OCT 28 2004

FOLEY & LARDNER  
MADISON, WI  
IP DOCKETING

✓ 1076405.0515  
gld

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.USPTO.GOV

RECORDED: 11/10/2004

TRADEMARK  
REEL: 003077 FRAME: 0381